

CRAVATH, SWAINE & MOORE

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NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX
RCA 233663
WUD 125547
WUI 620976

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CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E. C. 2

No. 13089-E
Date JUN 29 1981
Fee \$ 10.00

RECORDATION NO. 13089-E

JUN 29 1981 10:40 AM

INTERSTATE COMMERCE COMMISSION

June 25, 1981

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JOHN W. WHITE
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Amendment Agreement Dated as of June 1, 1981
Amending Reconstruction and Conditional Sale Agreement
Filed under Recordation Number 13089

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Seaboard Coast Line Railroad Company for filing and recordation counterparts of the following document:

Amendment Agreement No. 1 dated as of June 1, 1981, among Seaboard Coast Line Railroad Company, as Lessee and as Builder, First Security Bank of Utah, N.A., as Agent, and First Security State Bank, as Vendee.

Amendment Agreement No. 1 amends a Reconstruction and Conditional Sale Agreement dated as of March 25, 1981, previously filed and recorded with the Interstate Commerce Commission on May 11, 1981, at 12:10 p.m., Recordation Number 13089.

Amendment Agreement No. 1 amends the RCSA to correct the CSA Indebtedness's amortization schedule set forth as Schedule I thereto.

Please file and record Amendment Agreement No. 1 submitted with this letter and assign it Recordation Number 13089-E.

RECEIVED
JUN 29 10 35 AM '81
I.C.C.
OPERATIONS

Carlyle E. Maw

AMENDMENT AGREEMENT NO. 1 dated as of June 1, 1981, among SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation (the "Lessee" or the "Builder" or the "Seller"), FIRST SECURITY BANK OF UTAH, N.A., a national banking association (the "Agent"), FIRST SECURITY STATE BANK, a Utah banking corporation, not in its individual capacity but solely as trustee (the "Vendee") under a Trust Agreement with LITTON INDUSTRIES CREDIT CORP.

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of March 25, 1981 (the "RCSA");

WHEREAS the RCSA was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 11, 1981, at 12:10 p.m., Recordation Number 13089;

WHEREAS the parties hereto now desire to amend the RCSA to correct the CSA Indebtedness amortization table set forth as Schedule I thereto;

NOW, THEREFORE, the parties hereto agree as follows:

1. The CSA Indebtedness table set forth as

Schedule I to the RCSA is hereby deleted and the table set forth as Exhibit A hereto is hereby substituted therefor.

2. The terms of this Amendment Agreement No. 1 and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

3. Except as amended hereby, the RCSA shall remain unaltered and in full force and effect.

4. The Vendee will promptly cause this Amendment Agreement No. 1 to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 14 of the RCSA.

5. This Amendment Agreement No. 1 may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Messrs. Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement No. 1 to be executed by duly

authorized officers or other persons, as of the date first
above written.

SEABOARD COAST LINE RAILROAD COMPANY,

by

Senior Vice President-Finance

[Corporate Seal]

Attest:

Assistant Secretary

FIRST SECURITY BANK OF UTAH, N.A.,
as Agent,

by

Arthur B. Fisher
Authorized Officer

FIRST SECURITY STATE BANK, not in
its individual capacity, but solely
as trustee for the Owner,

by

R. D. Schutts
Authorized Officer

authorized officers or other persons, as of the date first above written.

SEABOARD COAST LINE RAILROAD COMPANY,

by

He. Haul
Senior Vice President-Finance

[Corporate Seal]

Attest:

[Signature]
Assistant Secretary

FIRST SECURITY BANK OF UTAH, N.A.,
as Agent,

by

Authorized Officer

FIRST SECURITY STATE BANK, not in
its individual capacity, but solely
as trustee for the Owner,

by

Authorized Officer

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

My Commission Expires

STATE OF FLORIDA,)
) ss.:
COUNTY OF DUVAL,)

On this 25th day of June 1981, before me personally appeared Alex J. Mandl, to me personally known, who being by me duly sworn, says that he is Senior Vice President-Finance of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Judith L. Hugggett
Notary Public

My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 5, 1984

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this 24 day of June 1981, before me personally appeared Rock Schutjer, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Randy R. Mairiant
Notary Public

My Commission Expires 2-8-82

SCHEDULE I

Principal Payable on Each
\$1,000,000 of CSA Indebtedness Payable
in Installments from February 1, 1982,
Through August 1, 1991

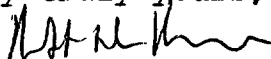
<u>Payment No.</u>	<u>Date Due</u>	<u>Principal Balance Before Payment</u>	<u>Principal Payment</u>
	August 1, 1981	1,000,000.00*	
1	February 1, 1982	1,000,000.00	625.80
2	August 1, 1982	999,374.20	38,511.73
3	February 1, 1983	960,862.47	718.17
4	August 1, 1983	960,144.30	44,003.04
5	February 1, 1984	916,141.26	824.15
6	August 1, 1984	915,317.11	50,277.39
7	February 1, 1985	865,039.72	945.77
8	August 1, 1985	864,093.95	57,446.40
9	February 1, 1986	806,647.55	1,085.35
10	August 1, 1986	805,562.20	65,637.64
11	February 1, 1987	739,924.56	1,245.54
12	August 1, 1987	738,679.02	115,350.88
13	February 1, 1988	623,328.14	1,429.34
14	August 1, 1988	621,898.80	131,795.17
15	February 1, 1989	490,103.63	1,640.28
16	August 1, 1989	488,463.35	129,231.15
17	February 1, 1990	359,232.20	359.09
18	August 1, 1990	358,873.11	170,419.69
19	February 1, 1991	188,453.42	409.81
20	August 1, 1991	188,043.61	188,043.61
			<u>1,000,000.00</u>

* Interim Interest only.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for Amendment Agreement No. 1.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,



Robert A. Kindler
as Agent for Seaboard Coast
Line Railroad Company

Ms. Agatha L. Mergenovich,
Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encl.